

PTO/SB/81 (01-09)

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<b>POWER OF ATTORNEY OR REVOCATION OF POWER OF ATTORNEY WITH A NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS</b>	Application Number	10/527,618
	Filing Date	March 11, 2005
	First Named Inventor	Kwok-Leung (Jacky) Au-Yeung
	Title	Apparatus and Method for Preparative Scale
	Art Unit	1637
	Examiner Name	Suchira Pande
	Attorney Docket Number	AGTC-01001US0

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

66936

OR

☐ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

Practitioner(s) Name	Registration Number

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number.

OR

☐ The address associated with Customer Number:

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Email		

I am the:

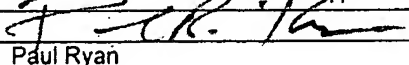
☐ Applicant/Inventor.

OR

☐ Assignee of record of the entire interest. See 37 CFR 3.71.

Statement under 37 CFR 3.73(b) (Form PTO/SB/96) submitted herewith or filed on \_\_\_\_\_

## SIGNATURE of Applicant or Assignee of Record

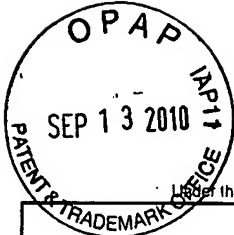
Signature		Date	August 31, 2010
Name	Paul Ryan	Telephone	949-480-8300
Title and Company	CEO		

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☒ \*Total of 3 forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Valentis, Inc.Application No./Patent No.: 7,314,746Filed/Issue Date: January 1, 2008

Titled:

Apparatus and Method for Preparative Scale Purification of Nucleic Acids

Acacia Patent Acquisition LLC

a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: inventors To: Valentis, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 014048, Frame 0064, or for which a copy thereof is attached.

2. From: inventors To: Valentis, Inc.

The document was recorded in the United States Patent and Trademark Office at

Reel 014081, Frame 0900, or for which a copy thereof is attached.

3. From: Valentis, Inc. To: Acacia Patent Acquisition LLC

The document was recorded in the United States Patent and Trademark Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

August 31, 2010

Date

Paul Ryan

CEO

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement ("Agreement") is entered into by and between VALENTIS, INC. ("Licensor"), a Delaware corporation having a principal place of business at 533 Airport Blvd., Suite 400, Burlingame, California, and ACACIA PATENT ACQUISITION CORPORATION ("APAC"), a Delaware corporation having a principal place of business at 500 Newport Center Drive, Suite 700, Newport Beach, CA 92660 (collectively referred to herein as the "Parties" and individually, a "Party"). The effective date of this Agreement shall be the date on which the last Party executes this Agreement below (the "Effective Date").

### BACKGROUND

Whereas, Licensor is the sole and exclusive owner of (i) U.S. Patent No(s). 6011148 and 7026468; (ii) U.S. Patent Application No(s). 09/121,798 11/327,987 and 10/527,618; and (iii) all related patent applications, corresponding foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations of the U.S. Patents and U.S. Patent Applications relating to all inventions thereof, which are collectively referred to as the "Patents" (the "Patents"); and

Whereas, Licensor is willing to grant worldwide exclusive license rights in the Patents to APAC and APAC in turn, desires to license and enforce the Patents and to provide Licensor a certain percentage of the net proceeds arising from such licensing and enforcement as provided herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, Licensor and APAC agree as follows:

#### I. GRANT

- I.1. Subject to the terms and conditions of this Agreement, Licensor grants to APAC the worldwide, exclusive right and license under the Patents to make, have made, use, import, offer to sell or sell products or services covered by the Patents, including the exclusive right to grant sublicenses ("Sublicense"), to sue for and collect past, present and future damages and to seek and obtain injunctive or any other relief for infringement of the Patents. Notwithstanding anything to the contrary, the grant to APAC of the exclusive right and license under the Patents herein shall be exclusive, even as to Licensor, with respect to any and all Exclusive Parties (as defined below) and APAC shall have the sole and exclusive right under the Patents to deal with one or more Exclusive Parties in any and all matters relating to the Patents, including without limitation any and all direct and indirect offers for sale and sales of products and services, in whole or in part, covered by the Patents to such Exclusive Parties. The term "Exclusive Party" shall mean: (a) a declaratory judgment plaintiff or an infringement defendant under any of the Patents; or (b) a party with which APAC has initiated or undertaken licensing communications, discussions and/or negotiations or otherwise asserted any of the Patents against, provided that an Exclusive Party shall be deemed to include any and all of its affiliates. Licensor expressly retains no rights in or to the Patents, including without limitation, the right to sue for infringement of the Patents prior to any termination of this Agreement and specifically grants APAC all such rights prior to any termination. The exclusive right and license granted









4. RECORDS; FEES

- 4.3. For so long as this Agreement is in effect, Licensor shall pay all maintenance fees with respect to the Patents on or before their due dates, at the large entity rate. In the event Licensor fails to make any maintenance fee payment when due, APAC may make such payment and such payment shall be considered an APAC Cost. During the term of the Agreement, APAC shall assume sole control of any and all activities, matters and proceedings before the United States Patent and Trademark Office (the "USPTO") relating to any and all of the Patents, including without limitation any reissues or reexaminations of any issued United States patent, the prosecution of any United States patent applications and the continuing prosecution of any pending United States patent applications among the Patents and the costs, fees and expenses paid by APAC in connection therewith shall be treated as APAC Costs. Licensor hereby grants APAC a power of attorney permitting APAC to assume such sole control of any and all activities, matters and proceedings before the USPTO and Licensor shall reasonably cooperate with APAC, including without limitation the execution of such documents as APAC shall reasonably require, to timely address and prosecute all such activities, matters and proceedings before the USPTO. At Licensor's request from time to time, APAC shall provide Licensor with updates regarding APAC's USPTO activities and related filings and communications with the USPTO and foreign governmental authorities regarding the Patents.









IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

VALENTIS, INC.

ACACIA PATENT ACQUISITION  
CORPORATION

By: [Signature] By: [Signature]

Print Name: Benson Falcão Print Name: Dooyong Lee

Title: Chief Financial Officer Title: EVP

Date: 11 Apr 07 Date: 4/12/07

Exhibit A

U.S. PATENTS & APPLICATIONS

US Patent No.	US Appl. No.	Filing Date	Issue Date	Title
6011148	08/691,090	Aug. 01, 1996	Jan. 04, 2000	METHODS FOR PURIFYING NUCLEIC ACIDS
	09/121,798*	July 23, 1998		METHODS FOR PURIFYING NUCLEIC ACIDS
	09/180,767*	Nov. 12, 1998		METHODS FOR PURIFYING NUCLEIC ACIDS
	10/140,793	May 07, 2002		METHODS FOR PURIFYING NUCLEIC ACIDS
	60/410,617*	Sep. 13, 2002		Apparatus and method for preparative scale purification of nucleic acids
	10/527,618	Mar. 11, 2005		Apparatus and method for preparative scale purification of nucleic acids
	60/022,157*	July 19, 1996		PROCESS AND EQUIPMENT FOR PLASMID PURIFICATION
	08/887,673*	July 3, 1997		PROCESS AND EQUIPMENT FOR PLASMID PURIFICATION
7026468	09/774,284	01-29-2001	Apr. 11, 2006	PROCESS AND EQUIPMENT FOR PLASMID PURIFICATION
	11/327,987		Jan. 09, 2006	PROCESS AND EQUIPMENT FOR PLASMID PURIFICATION

\* Abandoned/Expired Application

FOREIGN PATENTS & APPLICATIONS

Foreign Patent or Publication No.	Appl. No.	Pub. Date	Country	Title
WO9805673	PCT/US97/13493	Dec. 09, 1999	PCT	METHODS FOR PURIFYING NUCLEIC ACIDS
JP2000500028T2	JP1997000508062	Jan. 11, 2000	JP	
JP3492702B2	JP1997000508062	Feb. 03, 2004	JP	
EP0923592A1	EP19970938081	June 23, 1999	EP	METHODS FOR PURIFYING NUCLEIC ACIDS
EP0923592B1	EP19970938081	Apr. 02, 2003	EP	METHODS FOR PURIFYING NUCLEIC ACIDS
DK0923592T3	DK1997000938081	Jul. 21, 2003	DK	FREMANGANGSMAADER TIL RENSNING AF NUKLEINSYRER
DE69720473C0	DE1997069720473	May 08, 2003	DE	VERFAHREN ZUR REINIGUNG VON NUKLEINSÄUREN
DE69720473T2	DE1997069720473	May 06, 2004	DE	VERFAHREN ZUR REINIGUNG VON NUKLEINSÄUREN
AU4049097A1	AU199740490	Feb. 25,	AU	METHODS FOR PURIFYING NUCLEIC ACIDS

Foreign Patent or Publication No.	Appl. No.	Pub. Date	Country	Title
		1998		
AU717136B1	AU199740490		AU	METHODS FOR PURIFYING NUCLEIC ACIDS
CA2261150AA	CA19972261150	Feb. 12, 1998	CA	METHODS FOR PURIFYING NUCLEIC ACIDS
CA2261150C	CA19972261150	Apr. 13, 2004	CA	METHODS FOR PURIFYING NUCLEIC ACIDS
AT0236183E	AT1997000938081	Apr. 15, 2003	AT	VERFAHREN ZUR REINIGUNG VON NUKLEINSAEUREN
WO0005358	PCT/US99/15280	Feb. 03, 1999	PCT	METHODS FOR PURIFYING NUCLEIC ACIDS
AU4863899A1	AU19990048638	Feb. 14, 2000	AU	METHODS FOR PURIFYING NUCLEIC ACIDS
CA2338397AA	CA19992338397	Feb. 03, 2000	CA	METHODS FOR PURIFYING NUCLEIC ACIDS
EP1098966A1	EP19990932304	May 16, 2001	EP	METHODS FOR PURIFYING NUCLEIC ACIDS
EP1098966A4	EP19990932304	Apr. 23, 2003	EP	METHODS FOR PURIFYING NUCLEIC ACIDS
JP2002521029T2	JP2000000561304	July 16, 2002	JP	
WO04024283	PCT/US03/028759	Mar. 25, 2004	PCT	APPARATUS AND METHOD FOR PREPARATIVE SCALE PURIFICATION OF NUCLEIC ACIDS
AU20033267175	AU20030267175	Apr. 30, 2004	AU	APPARATUS AND METHOD FOR PREPARATIVE SCALE PURIFICATION OF NUCLEIC ACIDS
CA2498518A1	CA20032498518	Mar. 25, 2004	CA	APPARATUS AND METHOD FOR PREPARATIVE SCALE PURIFICATION OF NUCLEIC ACIDS
EP1554398A0	EP20030749647	July 20, 2005	EP	APPARATUS AND METHOD FOR PREPARATIVE SCALE PURIFICATION OF NUCLEIC ACIDS
EP1554398A2	EP20030749647	July 20, 2005	EP	APPARATUS AND METHOD FOR PREPARATIVE SCALE PURIFICATION OF NUCLEIC ACIDS
EP1554398A3	EP20030749647	July 20, 2005	EP	APPARATUS AND METHOD FOR PREPARATIVE SCALE PURIFICATION OF NUCLEIC ACIDS
JP200400536251			JP	

